

Johnson Co.

AFSCME #183 (S.E.A.T.S.)

7/1/2006 6/30/2008

JOHNSON CO. / AFSCME #183 (S.E.A.T.S)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

2006-2008

NEGOTIATED AGREEMENT

JOHNSON COUNTY BOARD OF SUPERVISORS

AND

LOCAL 183 AFSCME

SEATS EMPLOYEES

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ARTICLE I

RECOGNITION

The Employer recognizes the Union as sole and exclusive bargaining representative for these employees of the Johnson County Specialized Elderly and Disabled Transportation System (SEATS):

Drivers, maintenance person, dispatchers, dispatcher/schedulers and training/maintenance coordinator; excluding the Director, Assistant Director, Secretary and all others excluded by Section 20.4, Iowa Code.

ARTICLE 2

INTENT AND PURPOSE

The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Johnson County.

The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this agreement and to assure the effective and efficient operation of the Johnson County SEATS.

dues established by AFSCME Council 61 Local Union No.

183. The amount shall be certified by AFSCME Council 61

Local Union No. 183 and any change in such amount shall

be so certified. The amount deducted shall be paid to

the Treasurer of AFSCME Council 61 Local Union No. 183.

This authorization shall remain in full force and effect

unless terminated by me, the undersigned, with 30 days

written notice to the employer.

ARTICLE 4

CONDITIONS OF EMPLOYMENT

4.1 Development/Enforcement

The County reserves the right to develop and enforce reasonable job-related conditions for hiring and continued employment. When such a condition of continued employment is possession of a valid Iowa driver's, chauffeur's or commercial driver's license, an employee is subject to suspension without pay, placement on unpaid leave of absence, or termination when:

1. the employee's license, the possession of which is required by the County as a condition of employment, is cancelled, denied, suspended, revoked, or barred; or
2. the insurer providing applicable liability insurance to the County notifies the County that it deems the employee uninsured or uninsurable under the County's policy of insurance; or
3. the County reasonably determines that the employee is uninsured or uninsurable under an applicable County liability insurance policy.

4.2 Commercial driver's license

Employees required to obtain a commercial driver's license as a condition for continued employment (as opposed to a condition for hiring) will be paid for four

consecutive hours study time to prepare for the test, and for the time required to take the test once. Both the study time and the time to take the test must be scheduled by the director.

ARTICLE 5

HOURS OF WORK

5.1 Work week

- A. The normal work week for full-time drivers, dispatchers and dispatcher/schedulers shall be four 10-hour days, or five 8-hour days, which may or may not be scheduled as consecutive. Full-time employees shall be defined as those who work an average per pay period of 40 hours per week.
- B. Part-time, casual and temporary employees shall be scheduled as needed. Part-time employees shall include those with regular positions who work an average per pay period of 20 or more hours per week but fewer than 40 hours per week.
- C. Casual employees shall be defined as those employees who work an average per pay period of fewer than 20 hours per week.
- D. Temporary employees shall be defined as those employees employed for four months or less in any one calendar year.
- E. Employees shall not be scheduled out of their classification more often than three pay periods in each 6-month period beginning with the pay period that starts nearest July 1 and January 1; however, hours spent in training by a casual employee are not counted in determining whether that employee has

worked out of the employee's classification. An employee who works out of classification more than three times according to this article will be paid in a lump sum double time for all hours actually worked outside of their classification in a pay period in addition to any overtime pay.

- F. Upward reclassification of employees shall be at the employer's discretion. Reclassification to a reduced benefits or non-benefits classification, absent the reclassified employee's approval, may occur only after compliance with Section 6.6 of this agreement.
- G. On a quarterly basis, the Department shall post a list of regularly scheduled weekly (M-F) days off available for drivers and driver/dispatchers. This shall be one list determined by management. This list shall be offered for selection first by full-time drivers and full-time driver/dispatchers by seniority. Once full-time drivers and full-time driver/dispatchers have selected, then the most senior 60% of the part-time drivers (rounded up to the nearest whole number of employees) shall select. The remainder of the part-time drivers and part-time driver/dispatchers shall select. The remainder of the part-time drivers and part-time driver/dispatchers, on a seniority basis, shall designate a preference for a weekly (M-F) day off.

Other than the above, part-time drivers and part-time driver/dispatchers shall be scheduled as needed.

Casual and temporary drivers and casual and temporary driver/dispatchers shall be scheduled as needed.

Full-time employees shall be required to work on weekends only by mutual agreement.

5.2 Normal hours

The normal hours of work each day shall be consecutive.

5.3 Work schedule

Work schedules for all full-time and part-time employees will be posted at least 14 calendar days in advance of the time to be worked.

5.4. Overtime

- A. Overtime shall be defined as all time in pay status in excess of 40 hours in any work week.
- B. Overtime shall be compensated at the rate of one and one-half (1 1/2) the employee's regular hourly rate of pay in cash or compensatory time.
- C. Overtime work shall be distributed equally, so far as feasible, to employees working within the same job classification. The distribution of overtime shall be equalized over each 6-month period beginning with the effective date of this agreement. Overtime offered and not worked shall count toward equalization of overtime.

- D. All overtime work shall be determined and must be authorized by the employer. Initially, overtime will be offered for voluntary acceptance. If too few qualified employees are obtained for overtime under this procedure, the employer may assign overtime to full-time employees.
- E. Temporary work schedule changes shall not be made to avoid payment of overtime, unless the employee agrees.

5.5 Out-of-classification work

An employee assigned to perform work in a job classification with a higher wage rate shall receive the higher rate of pay based on the classification of the higher rated job for all hours he or she performs such work. However, an employee in training for a job classification with a higher wage rate shall not receive the higher rate of pay until the training is completed. This training period shall not exceed 60 consecutive calendar days. An employee is in training if the employee's performance is being supervised by someone jointly assigned to perform the same work at the same work station, i.e. at the same desk, the same bus, etc.

5.6 Negotiations

Time spent in scheduled negotiations on a new contract by up to three union-selected members of the employee

bargaining committee shall be compensable hours worked, subject to these conditions:

1. "Negotiations" does not include:

- a. Meetings of employee bargaining committee members before or after scheduled negotiations.
- b. Fact-finding or arbitration.

"Negotiations" does include caucuses during scheduled negotiations.

2. Negotiations will be scheduled when most convenient to the parties. If a union-selected committee member's normal work schedule falls within scheduled negotiations, the employee will be compensated. Work schedules will not be adjusted solely to render compensable time that otherwise would have been non-compensable.
3. Each employee will be compensated for no more than 12 hours spent in negotiations.

5.7 Rest periods

The Employer shall grant non-drivers, who are scheduled to work a minimum of an 8-hour day, a 15-minute paid break for each half shift worked. Each rest period will be scheduled as near to the middle of the first and second half of the shift as possible.

The Employer shall grant drivers, who are scheduled to work a minimum of an 8-hour day, a 10-minute paid rest period as well as a 10-minute paid fuel/afternoon break, which will be scheduled during the shift.

Rest periods may not be taken at the beginning or the end of the shift. It is hereby acknowledged that rest periods may not be available as scheduled due to the nature of the work, but they shall be provided on that shift as soon as reasonably possible thereafter.

5.8 Meal periods

The Employer shall grant non-drivers, who are scheduled to work a minimum of an 8-hour day, a paid 20-minute meal period.

The Employer shall grant drivers, who are scheduled to work a minimum of an 8-hour day, a paid 30-minute meal period. On occasion, meal periods may not be available as scheduled due to the nature of the work.

ARTICLE 6

SENIORITY

6.1 Definition

Seniority means an employee's length of continuous service with the Employer according to hours worked. Employees shall be added to the seniority list at their date of hire.

6.2 Continuous service breaks

An employee's continuous service record shall be broken by voluntary resignation, retirement or discharge for just cause. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

6.3 Probation

New employees shall remain on probation until they have actually worked 520 hours after their date of hire.

6.4 Seniority lists

Every quarter, or whenever an update is necessary because of a change in personnel, the Director shall post on the departmental bulletin board a seniority list showing the continuous service of each employee.

6.5 New jobs or vacancies

A. When a job opening occurs, other than a temporary opening, in any existing job classification or as the result of a new job classification, a notice of the opening shall be posted on a departmental bulletin

board for 10 working days. Such notice will include the hours of work and days off. If hours or days off are optional the notice will indicate all options available. But the employer retains its right, consistent with Article 5, to alter hours of work and days off.

B. No one other than a current employee may be hired to fill the job opening within 10 working days from the date the notice is posted. The employee's application must be in writing and submitted to the Director or a designee. Only qualified applicants need be considered to fill the job opening. Within 10 days after the position is filled an employee who applied may ask the Director to explain in writing why that employee was not selected to fill the job opening, and the Director shall do so. Full-time employees who successfully bid into a casual or part-time opening will not be accepted for a full-time opening for six months from the close of the posting for the successful bid unless no other employee bids on the opening.

C. In the context of this Article, the term "qualified" is measured by all of the following criteria:

- 1) The documented ability of an individual to perform a job function to which the individual has been assigned;

- 2) The education, training, and skills required by the job for which the individual has applied;
- 3) Job evaluations and disciplinary record, or lack of it.

D. Trial period

The successful bidder or transferred employee will be granted a reasonable trial period to a maximum of 30 working days. If the successful bidder or transferred employee fails to perform satisfactorily the duties of the position to which the employee has bid or has been transferred, the employer may return the employee to the employee's former job. A successful bidder or transferred employee may voluntarily, on written notice to the employer, return to the employee's prior job at any time during the trial period. The trial period may be extended by mutual agreement between the employer, transferred employee, and the union. It is understood that a successful bid or transfer to a job vacancy resulting from the successful bid or transfer of another employee is conditioned on the successful completion of the trial period by the employee vacating such job.

6.6 Layoff

- A. In the event it becomes necessary to lay off employees for any reason employees shall be laid off in the inverse order of their seniority, provided

that temporary employees shall be laid off first, and then casual employees second.

- B. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have 10 days notice to return.

An employee so laid off must keep the Director notified of a current address and phone number for purposes of notification of recall.

ARTICLE 7

WAGES/LONGEVITY

7.1 Wage schedule

Employees will be paid:

- A. In contract year 2006-07 according to the wage schedules in Appendix A attached to this contract;
- B. In contract year 2007-08 according to the wage schedules in Appendix B-1 and B-2 attached to this contract.

7.2 Longevity pay

Employees who have worked at least five years shall receive, in addition to wages, longevity pay as set forth in Appendix D attached to this contract, subject to these conditions:

- A. The employee shall have worked the requisite number of years as of November 1 of the year in which longevity pay is due.
- B. Part-time employees shall receive half the longevity pay specified in Appendix D; casual employees shall receive no longevity pay.
- C. Determination of an employee's classification (full-time, part-time or casual) shall be as of November 1 of the year in which the longevity pay is due; however, the Director shall not change an employee's

classification for purposes of avoiding payment of longevity pay.

- D. An employee who, during the 12 months prior to November 1, was not in pay status at least 1,040 hours, shall not receive longevity pay.

For purposes of this subsection, "pay status" includes hours actually worked, vacation, sick leave, the personal day, hours for which the employee received holiday pay, and nothing else.
- E. Eligible employees shall receive longevity pay in a lump sum on the last payday in November, or in a lump sum upon termination from employment whichever is earlier. Payment of longevity pay shall be by check separate from the employee's regular paycheck.
- F. Employees' dates of hire listed in Appendix E shall be used to determine how long they have worked for the County, for purposes of establishing their longevity pay eligibility.

ARTICLE 8

HOLIDAYS

8.1 Holidays recognized

Holidays recognized shall be:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
President's Day	Friday After Thanksgiving
Memorial Day	Christmas
Independence Day	Floating Christmas
Labor Day	Holiday

8.2 Holidays observed

Holidays will be observed on the dates set forth in Appendix F. Holiday premium pay for hours worked on a holiday will be paid only for hours worked on the date the holiday is observed. Holiday pay will be paid only for the date the holiday is observed.

8.3 Holiday pay

Eligibility. A full-time or part-time employee shall receive holiday pay if the employee did not have an unexcused absence on the employee's last scheduled work day prior to the holiday or the employee's first scheduled work day after the holiday.

For each holiday not worked, an eligible full-time employee shall be paid the employee's regular rate of pay times the number of hours the employee would normally have been scheduled to work. An eligible part-time employee shall be paid the employee's regular rate

of pay times the average number of hours the employee works per day calculated over the last five pay periods. If a part-time employee has worked fewer than five pay periods, then the employee shall be paid the employee's regular rate times the average number of hours the employee works per day calculated over the actual number of pay periods the employee has worked. For purposes of these calculations, a pay period is ten days.

When a holiday falls on an eligible employee's regularly scheduled day off, the employee shall receive another paid day off at a time agreed to by the employee and the Director.

Any full-time or part-time employee who works on a day observed as a holiday shall be paid 1 1/2 times for the hours worked, at the employee's regular rate of pay.

Additionally, the employee shall receive the employee's holiday pay.

8.4 Personal day

In addition to the holidays designated in Section 8.1, regular full-time employees shall receive one additional unscheduled holiday, or personal day, which shall be scheduled at a time agreed to by the employee and Director. Effective July 1, 2007, regular full-time employees shall receive one additional personal day and two personal days thereafter every January 1.

ARTICLE 9

SICK LEAVE

9.1 Rate of accrual; procedure; exclusions

Full-time and part-time employees are allowed sick leave with pay for absences due to illness or injury. Sick leave accrues for full-time employees at the rate of 144 hours with pay per year on a per pay period basis, to a maximum of 960 hours. Sick leave accrues for part-time employees at the rate of 72 hours with pay per year on a per pay period basis, to a maximum of 480 hours.

Effective July 1, 2007 sick leave accrues for full-time employees at the rate of 120 hours per year and for part-time employees at the rate of 60 hours per year. Accumulated sick leave shall appear on employees' paychecks.

Sick leave will not be paid in advance. If a holiday falls within the paid sick leave, that day will be counted as a holiday and not as a sick leave day.

When an employee will be absent for reason of illness or injury, the department head must be notified. The employee must inform the department head of the length of time the employee expects to be absent. If the employer requires a medical certificate of illness or injury for any employee absent on sick leave for three consecutive working days or less, any uninsured cost of obtaining it shall be borne by the employer. Under these

circumstances, the employer may select the physician to be consulted. For an illness or injury requiring an employee's absence on sick leave of more than three consecutive working days, the employee will provide a doctor's certificate of the employee's illness, injury or ability to return to work if requested by the employer. Doctor's certificates, if required, will be requested by the employer at a time when verification can reasonably be obtained.

Sick leave benefits are not paid for:

1. More than half a day for a doctor or dentist appointment unless a doctor's statement is provided;
2. Illness or injury suffered and recovered from during a leave of absence except that if an employee is hospitalized while on paid vacation, and has accrued sick leave, the portion of the paid vacation spent in the hospital may be rescheduled upon satisfactory proof of the hospitalization being provided to the employer, and the hospitalization period shall be credited to sick leave.
3. Illness or injury occurring after the employee has given notice of resignation unless physician's verification of illness is provided.

Leave for the purpose of giving birth, or for recovering from giving birth, will be treated in the same manner as other sick leave.

9.2 Excessive use of sick leave

Excessive use of sick leave is use of sick leave in excess of that accumulated by the employee. Excessive use of sick leave may be regarded as evidence that the employee's health is not suitable for employment by the County and may lead to dismissal.

9.3 Misrepresentation in connection with sick leave privileges

Misrepresentation in connection with sick leave privileges will result in denial of benefits and/or disciplinary action to be determined by the department head. The disciplinary action may include dismissal, other sections of this contract notwithstanding.

The County reserves the right to withhold payment of sick leave benefits when there is a reasonable doubt concerning the validity of the illness.

9.4 Paternity leave

See "Family sick leave"

9.5 Family sick leave

In the event of an illness in the immediate family of an employee, or in the event of a doctor or dental appointment not exceeding half a day for a member of the employee's immediate family, or when the employee is the nearest relative, the employee shall be allowed to use accumulated sick leave. Use of sick leave as family sick leave shall not exceed three days per occurrence of

illness. In extraordinary circumstances the department head may authorize family sick leave longer than three days for one occurrence. Verification of the illness, if physician treated, or of the appointment, must be furnished by the employee upon request of the department head. Immediate family shall be defined as spouse, domestic partner, children, parent, parent-in-law, grandparent and/or other regular members of the immediate household.

9.6 Conversion of sick leave to vacation

Full-time employees who have accumulated 600 hours of sick leave may convert each additionally accrued four hours sick leave to one hour of vacation. If an employee's accrued sick leave account thereafter is depleted below 600 hours, no conversion right exists until the account is rebuilt to 600 hours. Use of vacation accrued pursuant to this clause will be governed by rules of regular vacation.

9.7 Sick leave conversion procedure

Employees shall receive 25% of their accumulated sick leave in a lump sum payment after 20 years of continuous employment when they terminate or retire.

9.8 Co-Worker Aid Fund

A. Purpose

An employee may voluntarily donate vacation to a co-worker in the same bargaining unit whose sick leave is exhausted due to personal illness or an illness in the co-worker's immediate family. Donations of vacation may not be made for use by a co-worker for funerals or pallbearer service. Donations must come from vacation currently available for use by the employee. In any calendar year the maximum vacation an employee can donate to the Co-Worker Aid Fund is half the employee's annual vacation accrual.

B. Procedure

The procedure and conditions for such donations are:

1. The co-worker must have been on leave due to personal illness or illness in the co-worker's immediate family at least two consecutive weeks and exhausted their own accrued sick leave.
2. The co-worker must use the donated vacation within 30 working days of the effective date of the donation. Thereafter, unless the co-worker's leave is extended beyond that 30 working day period, any unused portion of donated vacation will be returned to employees who donated in the reverse order in

which it was donated with the most recent donation being first returned.

3. Donated vacation will be accounted for by the hour, regardless of pay rates. Donated vacation will be paid at the wage rate of the employee who uses it. In no case shall a co-worker receive more in compensation than the co-worker would have earned while actively at work.
4. The employee making the donation must notify the department head in writing specifying the co-worker, the amount of vacation to be donated, and the date and time of day of the donation. The donation is effective when the department head verifies the donation meets the conditions of Article 9.8. The employee may not retract the donation. If the department head determines that previous donations would provide the co-worker with enough compensated hours for the next 30 working days, then the department head shall not accept additional donations. The department head's determination as to whether the donation is accepted or effective may not be grieved.
5. The Employer's obligation is limited to accounting for donated vacation of which the department head has written notice. Under no circumstances is the

Employer required to solicit or encourage donations
nor may any employees coerce or pressure other
employees to donate vacation time.

ARTICLE 10

LEAVES OF ABSENCE

10.1 Paid leaves

A. Funeral leave

In case of death in the immediate family of a full-time employee, absence with full pay up to 3 days may be authorized by the department head. The immediate family shall include spouse, domestic partner, parents, children, sisters, brothers, step-parents, step-children, grandparents, grandchildren, parents-in-law, sisters- or brothers-in-law, sons- or daughters-in-law, guardian, or other members of the immediate household.

In case of the death of relatives not included in the immediate family, the Director may authorize use of vacation, compensatory time, or unpaid leave.

In case an extended absence is required due to a death in the family, the Director may authorize use of vacation, compensatory time, or unpaid leave.

In case of the death of a present or retired SEATS employee, one-half day of absence with pay may be authorized for employees for the purpose of attending the funeral.

B. Jury duty

Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service. Employees shall return to the employer pay received as jurors, excluding mileage. Any employee summoned for jury duty, but not selected to serve on the jury, who is discharged by noon shall return to work if scheduled.

C. Voting time

The Director shall abide by state and federal law concerning release from work time for the purpose of exercising the right to vote.

10.2 Unpaid leave

A. Eligibility

Non-probationary employees shall be eligible for unpaid leaves of absence.

If an employee fails to return to work at the end of an unpaid leave of absence, or its extension, the employee shall be deemed to have voluntarily resigned or, if applicable, voluntarily retired on the last day of work prior to such leave. During an unpaid leave of absence for more than a month, the employee:

1. must pay any insurance premiums falling due during any month the employee is not on the payroll if coverage is desired, and must make

necessary arrangements with the County Auditor's office to provide such payments.

2. shall not receive any other accruals or job benefits during the period of absence except seniority.
3. shall not earn sick leave, vacation, or other forms of leave with pay.

B. Reasonable purpose

Unpaid leave of absence for a limited period shall be granted for any reasonable purpose which, in the judgment of the Director, fulfills one or more of the following criteria:

1. Required by law;
2. Increases the employee's ability to fulfill the employee's job functions;
3. Is likely to benefit residents of the County by increasing knowledge, skill, techniques, efficiency or ability within the department;
4. Enhances the employee's health.

Leaves shall be extended or renewed by the same criteria. Applications for leaves or extensions or renewals of leaves shall not be unreasonably denied by the Director and are subject to the grievance procedure. Under no circumstances may a leave of absence exceed one year.

10.3 Union business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the employer shall be granted unpaid leave. The leave shall not exceed one year, but may be renewed up to one more year.

Request for leaves of absence for union business must be submitted in writing to the Director not less than one month before the time of the leave. The director shall respond to the request in writing not less than two weeks before the time of the leave.

Union business leave applications or extensions or renewals shall not be unreasonably denied and are subject to the grievance procedure.

10.4 Military service

The Employer shall abide by federal and state law concerning leaves of absence for military purposes, including reserve training and active service.

ARTICLE 11

VACATION

11.1 Eligibility

Every fulltime employee accrues vacation as follows:

During the first year of employment through the fourth
year. Two weeks

During the fifth through the ninth year. . . Three weeks

During the tenth through the nineteenth year. Four weeks

During the twentieth or later years. Five weeks

Earned vacation will be prorated biweekly according to
time worked. All paid leaves count as time worked.

Accumulated vacation, not including the personal day or
vacation converted from sick leave, shall appear on
employees' paychecks.

Part-time employees working 20 or more hours per week
shall accrue vacation at half the rate provided herein
for full-time employees.

Vacation must be taken within the year after it accrues,
unless special arrangements are made with the Director.

In the absence of such arrangements, vacation not taken
within the year after it accrues shall be forfeited. The
Director shall not unreasonably refuse to make such
arrangements.

11.2 Vacation pay

Vacation pay shall be the employee's regular pay for the day or week for which the employee would have been regularly scheduled to work.

11.3 Choice of vacation period

Vacations shall be granted at the time requested by the employee. The Director may deny requests for vacation of one work week or less if the time requested is time the employee is scheduled to work within the current 14-day posted schedule. If the department workload makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given priority in choice of vacation period in the event of any conflict over vacation periods.

The employee shall request vacation time at least three weeks in advance if the vacation request is for more than the employee's normal work week.

11.4 Holiday during vacation period

If a holiday occurs during the calendar week in which an employee is on vacation, the employee's vacation period shall be extended by one additional working day.

ARTICLE 12

REPORTING TIME

12.1 Minimum pay

When an employee reports for a shift for which the employee is scheduled, but there is not sufficient work or the Employer has cancelled normal operations for that shift, the employee shall be paid for a minimum of two hours at the regular rate.

12.2 Unscheduled work

An employee is not obligated to work if not scheduled.

12.3 Inclement weather

When the department closes because of inclement weather scheduled employees shall receive two hours pay, except they need not report for their shifts to qualify for such pay. Employees who have less than two hours left to complete in a scheduled shift when the department closes because of inclement weather shall be paid for the balance of their scheduled shift.

ARTICLE 13

DISCIPLINE AND DISCHARGE

The Employer may reprimand (orally or in writing), suspend (with or without pay), demote, or discharge an employee or take other appropriate disciplinary action for just cause. A disciplined employee may grieve the disciplinary action, pursuant to the grievance procedure.

The Employer will recognize the principle of progressive discipline where applicable.

The Union shall receive written notice of any disciplinary action within 3 working days of the time such action is taken.

A disciplinary action must be imposed no later than 14 calendar days from the date the Employer first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause for the action; but under no circumstances shall a disciplinary action be imposed after 6 months from the date of occurrence.

In imposing discipline, the Employer may take into account only similar prior infractions committed by the same employee within the last year in shaping discipline appropriate to the seriousness or cumulative effect of the infraction.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 Definition

A grievance shall be defined as a dispute or disagreement which may arise between the parties involving the application, meaning, or interpretation of this Agreement; and shall be settled in accordance with the procedures outlined in this Article.

14.2 Policy

- A. Employees are encouraged, but not required, to discuss a problem or complaint with their immediate supervisor.
- B. All levels of supervisory personnel shall be directed to consider grievances and complaints as a first order of business. The maximum time limits set forth herein should not be used where there is an immediate safety hazard, or circumstances will permit a more prompt processing of the grievance.
- C. Any employee of the unit may file a grievance under this procedure without fear of jeopardizing the employee's position or opportunities for advancement or salary increase. This shall be published and made known to the employees.
- D. The grievant and the Union steward shall be allowed to investigate, discuss and process a grievance for a reasonable time during regular working hours, receiving their regular pay, upon receiving permission of the Director or his designee. Such permission shall not be unreasonably withheld, but

the Director or his designee shall be given sufficient notice to adjust work schedules if necessary.

- E. The employees involved in the investigation and processing of the grievance shall do so in such a manner that the normal operations of the department shall not be disrupted.
- F. An extension of the time limit specified in this Article may be made when mutually agreed upon in writing.
- G. By the mutual agreement of the parties, separate grievances may be consolidated. If practical, such consolidation will take place at Step 2 of the grievance procedure.

14.3 Procedure

A grievant has the right to be represented by the Union. However, if any employee chooses to invoke this grievance procedure without representation from the Union, the Union steward shall have the right to be present at each step, and no grievance settlement shall conflict with the terms of this agreement.

All grievances must be presented promptly and no later than 14 calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after 6 months from the date of occurrence.

Step 1

The grievant may, with Union representation if desired, file a grievance in writing to the Director containing the alleged contract violation and the requested remedy. Within 10 working days of the written grievance, the Director shall answer the grievance, in writing, to the grievant and the Union.

Step 2

If the grievant is not satisfied with the decision of the Director, the grievant may, with Union representation if desired, within 10 working days of the written notice of the Director, file an appeal in writing to the Board of Supervisors' designated representative. It shall contain all the pertinent matters which were brought forth in the first step. The Board's designated representative shall meet with the grievant, and the Union representative if desired, within 10 working days of the receipt of the appeal, to discuss all pertinent matters. The Board's designated representative's final decision on the grievance will be presented in writing to the grievant and the Union representative within 10 working days after the close of the meeting.

Step 3

If the grievant is not satisfied with the decision of the Board of Supervisors' designated representative the grievant may, with Union representation if desired, within 10 working days of the written notice of the Board of Supervisors' designated representative, follow one, and only one, of the following procedures:

- a. Send a written notice to the Board of Supervisors' designated representative and follow the procedure in Section 14.4 (Arbitration) of this Article;
- b. File an appeal in writing to the Board of Supervisors which shall contain all pertinent matters which were brought forth in the first 3 steps. The Board of Supervisors shall set a hearing for its next regular meeting after receipt of the written notice of appeal. The Board of Supervisors' decision shall be presented in writing to the grievant, the Union, and the Director within 5 working days of the hearing.

14.4 Arbitration

A. Selecting an arbitrator

The arbitration proceeding shall be conducted by an arbitrator, to be selected by the Employer and the Union within 10 days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of 5

arbitrators. Both the Employer and the Union shall have the right to strike 2 names from the panel. The party striking first shall be decided by the flip of a coin. The other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

B. Arbitrator's decision

The arbitrator's decision shall be final and binding on the parties, and the arbitrator shall be requested to issue the decision within 30 days after conclusion of testimony and argument, unless the parties agree to an extension.

C. Arbitrator's authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the County and the Union and shall have no authority to decide any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the

express terms of this agreement to the facts of the grievance.

14.5 Grievance and arbitration hearings

A. Manner of hearing

All hearings shall be held in an informal manner. Witnesses may be called by either party and questioned by both parties. Documents and written statements which are material shall be considered, but shall not be limited by rules of evidence.

B. Advance notice

The aggrieved employee and the steward shall be notified far enough in advance of any hearing so that they can make arrangements to attend the hearing.

C. No employee may be coerced by a supervisor or director into not proceeding with a grievance or not appearing as a witness at a hearing. Interference in the employee's rights in this regard shall be considered basis for a grievance.

D. Hearing on employer's time

All grievance hearings as set forth in Steps 1-4 above shall be discussed on the employer's time.

E. Arbitrator's expenses

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

14.6 Union steward

- A. One employee shall be selected steward by the Johnson County SEATS employees. The name of the steward shall be certified in writing to the Employer by the Union.
- B. If the steward is unable to perform the steward's duties, another employee in the bargaining unit may be designated as temporary steward. The name of the temporary steward shall be certified in writing to the employer by the steward. This section shall apply only if the steward is unable to function as steward due to illness or leave of absence.

14.7 Limitations

At any step, should the Employer fail to respond within the time limits, the grievance shall automatically be resolved by the grievant's requested remedy. Should the employee fail to respond within the time limits, the grievance shall be considered withdrawn.

All written grievances must be signed by the grievant, and must cite a specific section of this Agreement.

ARTICLE 15

INSURANCE

15.1 Insurance

A. Health and dental care coverage

All eligible employees who select county health care coverage shall be enrolled in the Wellmark Blue Cross/Blue Shield Iowa 500 plan with changes noted herein. The employer will pay the entire premium for full-time employee health and dental, and for family health, but not for family dental. The employee must sign up for health care coverage within 30 days after benefit-eligible status is attained, or during the annual open enrollment period, to participate in the health plan. The employee must sign up for dental care coverage within 30 days after benefit-eligible status is attained to participate in the dental plan. Part-time employees may elect to receive health, dental and/or life insurance by agreeing to pay, in addition to any premium paid by the employee, 50 percent of any monthly premium paid by the county under terms governing provision to full-time employees.

The plan year single deductible is \$100, and the plan year single out-of-pocket maximum is \$500. The plan year family deductible is \$200 aggregate, and the plan year family out-of-pocket maximum is \$1000 aggregate.

Aggregate shall mean amounts accumulated on behalf of any combination of family members.

Effective July 1, 2006, contribution share rates for benefit eligible full-time employees will be: single health care coverage: \$5.00 per month; family health care coverage: \$20.00 per month. Effective July 1, 2007, family health care coverage will be: \$25.00 per month.

For dental, the Employer will pay the entire contribution for benefit-eligible full-time employee single coverage; the employee will pay the additional contribution for family coverage.

B. Life insurance

The Employer shall pay the premium for life insurance in an amount equal to the employee's salary rounded up to the next \$1,000. The coverage shall include double indemnity for accidental death and dismemberment.

Pursuant to the current County insurance contract, this coverage will decrease when the employee retires or reaches age 65 and decrease again at age 70.

C. Disability insurance

The Employer shall pay the premium for disability insurance which provides for disability payments of 66 2/3% of the full-time employee's gross salary after a 126 calendar day waiting period. Pursuant to the current County insurance contract, this coverage will decrease again at age 70. Employees may purchase disability insurance with longer-term benefit periods through the county at group rates.

15.2 Worker's compensation

Employees may supplement worker's compensation benefits with accrued sick leave, personal day pay, vacation or earned compensatory time, but the total compensation received shall not exceed the employee's regular pay. Employees receiving worker's compensation benefits shall continue to accrue seniority and insurance benefits, but not accrue sick leave, vacation, paid holidays or other benefits.

15.3 Flexible spending benefits

All employees eligible to participate in the health insurance program may participate at no employee administrative cost in the county's flexible benefits spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

15.4 Employee monthly deductions

Applicable employee deductions for any of the above insurance provisions will be deducted from the first two paychecks per month in as equal amounts as possible.

ARTICLE 16

PERSONNEL TRANSACTIONS

16.1 Information to outside parties

Material in the employee personnel files shall not be released to an outside person or organization without the written approval of the employee unless required by law.

16.2 Personnel file review

The contents of an employee's personnel file are open for viewing only by the employee, the employee's supervisor and department head, unless the employee puts the file at issue in the grievance procedure, in which case all relevant items shall be available as necessary to properly process the grievance.

Employees shall initial or sign any documents placed in the file to verify their knowledge of these documents.

Employees may make a written response to any item in their personnel file and cause it to be made a permanent part of the item to which the response is intended.

16.3 Copies to employees

Employees will receive a copy of all personnel transactions affecting their status from the Employer from the effective date of this agreement forward. These changes will usually be for promotions, merit pay increases, change from probationary to permanent status, any adjustments due to a pay range increase or

evaluations. Questions relative to personnel transactions should be directed to the employee's supervisor or to the Employer.

16.4 Just and proper cause

The Employer will not submit to the employee's personnel file any subject matter without just and proper cause.

16.5 New employee orientation

The Employer will provide a copy of the Collective Bargaining Agreement and a directory of Union officials' names and telephone numbers as supplied by the Union to new employees at their orientation.

ARTICLE 17

LABOR-MANAGEMENT COMMITTEE

A labor-management committee is hereby established to afford employees and management a forum at which to discuss items that may be of interest to both parties. The committee shall consist of 3 members of the bargaining unit and 3 representatives of management, selected respectively by the union and the Board of Supervisors. Each party shall notify the other at least 1 week in advance of each meeting of selected members, unless the members have not changed, and shall, at least 1 week in advance, exchange agenda items.

Committee meetings shall be held during the second full weeks of July, October, January and April, at a time and place agreed upon at least two weeks in advance by 5 of the 6 members. Special meetings may be agreed to by two committee members, one each from the bargaining unit and management, who must notify their co-members of the time, place, and agenda for such meetings at least 1 week in advance. Meetings shall not exceed two hours. Employee members of the committee will be paid for any formal meeting time falling within their normal working hours.

ARTICLE 18

SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties to this agreement shall immediately convene for the purpose of negotiating a satisfactory replacement for such article, section, or portion thereof.

ARTICLE 19

EFFECTIVE PERIOD AND SIGNATURES

Except where otherwise provided herein, this agreement shall become effective the first day of July, 2006. It shall remain in full force and effect until the 30th day of June, 2008. This agreement shall be renewed year to year after June 30, 2008, unless either party gives notice in writing of a desired change in this agreement no later than November 1 of the year immediately prior to the expiration date of this agreement.

This agreement to be executed by their duly authorized representatives this 29th day of June 2006.

JOHNSON COUNTY, IOWA
By its Board of Supervisors

Mike Lehman
MIKE LEHMAN

Chairperson

Patrick Harney
PATRICK HARNEY
Supervisor

Terrence Neuzil
TERRENCE NEUZIL
Supervisor

Sally Stutzman
SALLY STUTSMAN
Supervisor

Rod Sullivan
ROD SULLIVAN
Supervisor

By its bargaining representative

Judith Perkins
JUDITH PERKINS
Consultant

AFSCME Local 183
By its Union Representative

Tom Anthony
TOM ANTHONY
AFSCME/Iowa Council 61

Ronald Schneider
RON SCHNEIDER
Negotiating Committee

Kevin Timmins
KEVIN TIMMINS
Negotiating Committee

Richard McCaslin
RICHARD MCCASLIN
Negotiating Committee

Dan Ruess
DAN RUESS
Negotiating Committee

Appendix A

FY 2007

Johnson County SEATS

Longevity expressed in hours of seniority

EFFECTIVE 7/1/06 - 6/30/07

3.25%

	0	1040	2080	4160	6240	8320+
<u>Job Classification</u>	-1039	-2079	-4159	-6239	-8319	
Driver/Maintenance	\$ 13.47	\$ 13.97	\$ 14.52	\$ 14.97	\$ 15.57	\$ 16.05
Dispatcher/Reservationist	\$ 13.71	\$ 14.18	\$ 14.78	\$ 15.22	\$ 15.80	\$ 16.25
Dispatcher/Scheduler	\$ 14.44	\$ 14.90	\$ 15.51	\$ 15.95	\$ 16.54	\$ 17.01
Training/Maintenance Coordinator	\$ 15.89	\$ 16.39	\$ 17.01	\$ 17.48	\$ 18.07	\$ 18.57

Appendix B-1 and B-2

Appendix B-1

FY 2008
Johnson County SEATS

Longevity expressed in hours of seniority

EFFECTIVE 7/1/07 - 12/31/07

2.00%

		0	1040	2080	4160	6240	8320+
<u>Job Classification</u>		-1039	-2079	-4159	-6239	-8319	
Driver/Maintenance	\$	13.74	\$ 14.25	\$ 14.81	\$ 15.27	\$ 15.88	\$ 16.37
Dispatcher/Reservationist	\$	13.98	\$ 14.46	\$ 15.08	\$ 15.52	\$ 16.12	\$ 16.58
Dispatcher/Scheduler	\$	14.73	\$ 15.20	\$ 15.82	\$ 16.27	\$ 16.87	\$ 17.35
Training/Maintenance Coordinator	\$	16.21	\$ 16.72	\$ 17.35	\$ 17.83	\$ 18.43	\$ 18.94

Appendix B-2

EFFECTIVE 1/1/08 - 6/30/08

2.00%

		0	1040	2080	4160	6240	8320+
<u>Job Classification</u>		-1039	-2079	-4159	-6239	-8319	
Driver/Maintenance	\$	14.01	\$ 14.54	\$ 15.11	\$ 15.58	\$ 16.20	\$ 16.70
Dispatcher/Reservationist	\$	14.26	\$ 14.75	\$ 15.38	\$ 15.83	\$ 16.44	\$ 16.91
Dispatcher/Scheduler	\$	15.02	\$ 15.50	\$ 16.14	\$ 16.60	\$ 17.21	\$ 17.70
Training/Maintenance Coordinator	\$	16.53	\$ 17.05	\$ 17.70	\$ 18.19	\$ 18.80	\$ 19.32

APPENDIX C
LONGEVITY SCHEDULE

After 5 - 10 years:

\$500.00/year

After 11 - 15 years:

\$600.00/year

After 16 - 20 years:

\$700.00/year

After 21 - 25 years:

\$800.00/year

After 26 or more years:

\$1,000.00/year

Appendix D**Longevity List**

Employee	Date of Hire	Longevity (in years as of 7/1/06)
Anderson, Daryl	July 25, 1991	14.95
Coleman, Robert	March 20, 2001	5.25
Corbett, Patty	April 29, 1990	16.18
Corbett, Tim	September 6, 2000	5.82
Delaney, Steve	July 17, 1989	16.97
Dibble, Mark	March 26, 1985	21.28
Fogerty, Gen	February 25, 2002	4.35
Gaffey, Mike	February 6, 1990	16.41
Hemingway, Paul	February 9, 2004	2.39
Hughes, Lois	August 23, 1999	6.86
Keefer, Randy	December 18, 1989	16.55
Klaren, Isabelle	February 24, 1989	17.36
Kramer, Shelley	September 18, 2000	5.76
Krueger, Ronald	February 26, 2004	2.35
Lanham, Kelly	August 30, 2002	3.83
Liittschwager, Rob	February 3, 1987	19.42
Lunde, Gary	August 3, 1988	17.92
McCaslin, Rick	July 22, 1987	18.96
Madsen, Howard	April 3, 2000	6.25
Moore, David	September 13, 2004	1.80
Moothart, Kevin	May 19, 1992	14.13
Norenberg, George	March 10, 2003	3.31
Richards, Dorothy	October 22, 1979	26.71
Rogers, Zach	July 7, 2005	0.98
Routh, John	March 2, 2004	2.33
Ruess, Dan	October 29, 1999	6.68
Ryan, Roy	June 30, 2003	3.01
Schneider, Ron	June 28, 1989	17.02
Seidlitz, William	August 9, 2004	1.89
Stewart, Samuel	February 24, 2003	3.35
Surratt, Jim	July 16, 1995	10.97
Timmins, Kevin	March 2, 1988	18.34
Walling, Wayne	July 18, 2005	0.95

Appendix E**Holiday Schedule**

FY2007	<u>Holiday</u>	<u>Day Observed</u>	
Independence Day	July 4, 2006	Tuesday	July 4, 2006
Labor Day	September 4, 2006	Monday	September 4, 2006
Veterans' Day	November 11, 2006	Friday	November 10, 2006
Thanksgiving Day	November 23, 2006	Thursday	November 23, 2006
Day After Thanksgiving	November 24, 2006	Friday	November 24, 2006
Christmas Day	December 5, 2006	Monday	December 25, 2006
Floating Christmas Holiday	December 26, 2006	Tuesday	December 26, 2006
New Year's Day	January 1, 2007	Monday	January 1, 2007
Martin Luther King, Jr. Day	January 15, 2007	Monday	January 15, 2007
President's Day	February 12, 2007	Monday	February 12, 2007
Memorial Day	May 28, 2007	Monday	May 28, 2007
FY2008			
Independence Day	July 4, 2007	Wednesday	July 4, 2007
Labor Day	September 3, 2007	Monday	September 3, 2007
Veterans' Day	November 11, 2007	Monday	November 12, 2007
Thanksgiving Day	November 29, 2007	Thursday	November 29, 2007
Day After Thanksgiving	November 30, 2007	Friday	November 30, 2007
Floating Christmas Holiday	December 24, 2007	Monday	December 24, 2007
Christmas Day	December 25, 2007	Tuesday	December 25, 2007
New Year's Day	January 1, 2008	Tuesday	January 1, 2008
Martin Luther King, Jr. Day	January 21, 2008	Monday	January 21, 2008
President's Day	February 18, 2008	Monday	February 18, 2008
Memorial Day	May 26, 2008	Monday	May 26, 2008

Appendix F

Back-Up Driver/Dispatch Notification Policy

Date: February 20, 1999

Revision: No. 3

Revision Date: April 11, 2006

Purpose: To provide a process for notifying replacement drivers for scheduled staff who are unable to make their scheduled shift due to illness or other emergencies.

Policy: Back-up drivers will be scheduled on a daily basis for either morning or afternoon/evening time periods. These drivers will be utilized in those instances where a driver is unable to perform their scheduled route. A list of drivers trained and eligible for performing dispatch functions will also be provided to drivers and dispatchers. The AM back-up person is to be available from 5:15 AM to 7 AM. The PM back-up person needs to be available from 12:30 PM to 2:30 PM.

The following steps are to be taken if an employee is unable to report for work:

1. At least two hours prior to the start of the shift, the employee must notify their immediate supervisor.
 - Drivers notify the Operations Supervisor
 - Dispatchers & Schedulers notify the Billing Supervisor.
2. If the immediate supervisor is not available, contact either the alternative supervisor or the Director.

Contacts must be made person-to-person by the employee. Messages left on answering machines or with other individuals are not automatically considered excused.

Drivers may contact the back-up driver directly if they choose in addition to a supervisor.

Employee's Signature*

Date

Supervisor's Signature

Date

** Your signature indicates that you received a copy of this notice and understand it.*

APPENDIX G

Johnson County Health Care Plan Benefit	
	Alliance Select Preferred Provider Organization (PPO) Overlay
Provider Networks/Contracts	Alliance Select PPO (Iowa) Blue Card PPO (Nationwide and Worldwide)
Coinsurance	<p><i>PPO:</i> 10% of charge office services 10% of allowed amount out of office <i>Non-PPO*</i> 20% of allowed amount</p>
Prescription Drug Coinsurance	20% after deductible
Deductibles	<p>\$100 single/\$200 family annual deductible applies to: Physical therapy; ambulance services; prescription drugs; home/durable medical equipment; oxygen; private duty nursing services; blood; home health services and prosthetic appliances. The deductible is waived for all other covered services.</p> <p>Services are not subject to a separate deductible for inpatient admissions.</p>
Pre-certification/Notification requirements	<p>Alliance Select PPO providers in Iowa are required to handle all pre-certification requirements for members.</p> <p>Members accessing care from Non-PPO providers, or PPO providers outside of Iowa, are responsible to notify Wellmark <i>prior</i> to planned elective admissions, skilled nursing and home health care, and within 24 hours <i>after</i> emergency and maternity admissions.</p>
Penalties for failure to notify	<p>Planned elective admissions, skilled nursing and home health care: 50% reduction in benefits. Emergency and maternity admissions: Room and board charges that were not medically necessary. (Penalty does not apply to the member's deductible or out-of-pocket maximum).</p>
<p>*Non-Participating and Non-PPO providers may "balance bill" members for billed charges that exceed the insurer's "allowed amount". These dollar amounts are the member's liability and are not applied to the deductible or out-of-pocket maximum.</p>	



Human Resources Department

Lora Shramek, SPHR – Administrator

May 23, 2006

Tom Anthony
AFSCME Business Representative
1425 8th Avenue SE
Dyersville, IA 52040

Re: Letter of Understanding for Johnson County SEATS

Dear Tom,

In negotiations on this contract we agreed to the following:

With respect to the health insurance plan, Johnson County agreed to continue to:

- Extend benefits to same gender domestic partners of eligible employees
- Conduct an annual open enrollment during November of each contract year.

These agreements do not apply to the dental plan.

We agreed to maintain the existing scheduling for current office personnel Dorothy Richards and Isabelle Klaren.

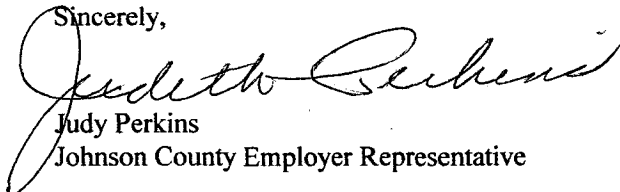
We also agreed that the Employer shall send to the Union by US mail on diskette on a monthly basis at no cost to the Union, the following information:

1. For Union member bargaining unit employees, the County shall provide name, social security number, and home address;
2. For non-Union member bargaining unit employees, the County shall provide the name.

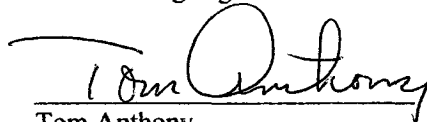
This program shall be implemented upon request of the Union.

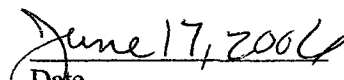
Please acknowledge your agreement to this letter of understanding on the signature line below.

Sincerely,


Judy Perkins
Johnson County Employer Representative

I acknowledge agreement to this letter of understanding:


Tom Anthony
Bargaining Representative
AFSCME Council 61


Date